

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

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RECORDATION NO.

23099-C

FEB 15 '05

12-18 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

February 15, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Supplement No. 2, dated as of February 7, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease which was previously filed with the Board under Recordation Number 23099.

The names and addresses of the parties to the enclosed document are:

Lessor: US Bank National Association
(successor to State Street Bank and Trust
Company of Connecticut)
225 Asylum Street
Hartford, Connecticut 06103

Lessee: Nova Chemicals Inc.
1550 Coraopolis Heights Road
Moon Township, Pennsylvania 15108

A description of the railroad equipment covered by the enclosed document is:

1 covered hopper car ADDED to the lease: NCIX 006887.

A short summary of the document to appear in the index is:

Lease Supplement No. 2.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', written in a cursive style.

Robert W. Alvord

RWA/anm
Enclosures

LEASE SUPPLEMENT NO. 2

FEB 15 '05

12-18 PM

SURFACE TRANSPORTATION BOARD

This **LEASE SUPPLEMENT NO. 2** dated as of February 7, 2005 (this "Lease Supplement") between U.S. BANK NATIONAL ASSOCIATION, successor in interest to STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and NOVA CHEMICALS INC., a Delaware corporation ("Lessee"),

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement dated as of September 15, 2000, as supplemented by that certain Lease Supplement dated as of September 15, 2000 (as supplemented, the "Lease"), a memorandum of which was duly filed for recordation with the Surface Transportation Board on September 21, 2000 under Recordation Number 23099. Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Lease;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease in accordance with the terms thereof;

WHEREAS, one of the Units leased under the Lease has suffered a Casualty Occurrence, and Lessee has elected to replace such Unit with the Unit set forth on Schedule I hereto in accordance with Section 11.4 of the Lease;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Unit set forth on Schedule I hereto and, as between Lessor and Lessee, such Unit complies in all material respects with the specifications for such Unit and is in good working order.
2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, of the Unit listed on Schedule I hereto.
3. Lessee hereby represents and warrants that no Casualty Occurrence has occurred with respect to the Unit set forth on Schedule I hereto as of the date hereof.
4. The Closing Date of the Unit described above is the date of this Lease Supplement set forth in the opening paragraph hereof.
5. The Lessor's Cost of the Unit leased hereunder and the amount comprising such Lessor's Cost are set forth on Schedule I hereto. The Casualty Loss Values, Termination Values and Early Purchase Option Prices applicable to the Unit are set forth in the Lease.
6. Lessee hereby confirms its agreement, in accordance with the Lease as

supplemented by this Lease Supplement, to pay Rent to Lessor for the Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to the Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement dated as of September 15, 2000" or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context otherwise requires.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement shall in all respect be governed by and construed in accordance with the internal laws and decisions of the State of New York (as opposed to conflicts of law provisions); provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

IN WITNESS WHEREOF, the parties have duly executed this Lease Supplement
as of the date first above written.

LESSOR:

U.S. BANK NATIONAL ASSOCIATION, not in
its individual capacity but solely as Owner Trustee

By



Name:

Title:

Mark A. Forgetta
Vice President

LESSEE:

NOVA CHEMICALS INC.

By

Name:

Title:

By

Name:

Title:

IN WITNESS WHEREOF, the parties have duly executed this Lease Supplement
as of the date first above written.

LESSOR:

U.S. BANK NATIONAL ASSOCIATION, not in
its individual capacity but solely as Owner Trustee

By _____

Name:

Title:

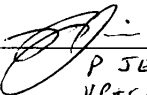
LESSEE:

NOVA CHEMICALS INC.

By _____

Name:

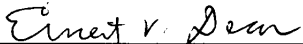
Title:


P JEWISON
VP+CONTROLLER

By _____

Name:

Title:


Ernest V. DEAN

SECRETARY

STATE OF CONNECTICUT)

) SS.:

COUNTY OF HARTFORD)

On this _____ day of _____, 2005, before me personally appeared

Mark A. Forgetta

VICE PRESIDENT

VICE PRESIDENT of U.S. Bank National Association, that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors; and he/she acknowledged that the execution and of the foregoing instrument was the free act and deed of said national banking association.

KAREN R. FELT

My commission expires ~~My Commission Expires~~ 02/28/2009

Karen R. Jeet

STATE OF _____)

) SS.:

COUNTY OF _____)

On this _____ day of _____, 2005, before me personally appeared

and

, each of them to me personally

known, who being duly sworn, says that they are a _____ and a _____ of NOVA Chemicals Inc, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and each of them acknowledged that the execution and of the foregoing instrument was the free act and deed of said corporation.

My commission expires: _____

Notary Public

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this ____ day of _____, 2005, before me personally appeared _____, to me personally known, who being duly sworn, says that he/she is a _____ of U.S. Bank National Association, that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors; and he/she acknowledged that the execution and of the foregoing instrument was the free act and deed of said national banking association.

My commission expires: _____

Notary Public

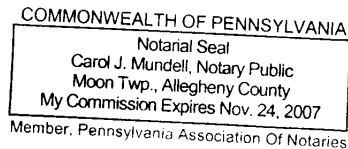
STATE OF Pennsylvania)
) SS.:
COUNTY OF Allegheny)

On this 7th day of February, 2005, before me personally appeared PAT JEWISON and Ernest V. Dean, each of them to me personally known, who being duly sworn, says that they are a VP & Controller and a Secretary of NOVA Chemicals Inc, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and each of them acknowledged that the execution and of the foregoing instrument was the free act and deed of said corporation.

My commission expires: _____

Carol J. Mundell

Notary Public



Schedule I to
Lease Supplement No. 2

DESCRIPTION OF EQUIPMENT

<u>Number of Units</u>	<u>Size and Type of Equipment</u>	<u>Manufacturer</u>	<u>Reporting Marks</u>	<u>Lessor's Cost Per Unit</u>
1	6,400 Cubic Foot Covered Hopper Car	National Steel Car Limited	NCIX006887	\$60,413